



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

75 Hawthorne Street
San Francisco, Ca. 94105-3901

October 20, 1992

MEMORANDUM

SUBJECT: Request to Approve Interagency Agreement with the Department of Energy to conduct the final phase of work at the Bluewater Uranium Mine Site, Prewitt, New Mexico.

TO: Jeff Zelikson, Director
Hazardous Waste Management Division (H-1)

FROM: Robert E. Bornstein, On-Scene-Coordinator *MB*
Emergency Response Section (H-8-3)

I. ENDANGERMENT FINDING

This memorandum is to request approval of an Interagency Agreement with the Department of Energy (DOE) to allow the Environmental Protection Agency (EPA), Region IX, Emergency Response Section to assist DOE in conducting emergency response reclamation actions at the DOE Bluewater Uranium mining site located outside of Prewitt, New Mexico (the Site). Conditions presently exist at the Site which, if not addressed by implementing the response action documented in this memorandum, could cause the continuation of local populations and wildlife to be exposed to unsafe external gamma radiation and radionuclides.

II. SITE CONDITIONS AND BACKGROUND

A. BACKGROUND

1. EPA ACTIONS

The Bluewater Uranium Mine Sites are composed of the Brown-Vandever, Brown-Nanabah, and Navajo Desiderio mines. The Sites are located approximately five miles west of Prewitt, New Mexico and lie within the Grants Uranium Mining District. The Brown-Vandever and Brown-Nanabah mines are located on four parcels of land which include two Indian Allotment parcels (Section 18 and 24, Township 13 North, Range 11 West, McKinley County, New Mexico), one Federally administered parcel held by the Department of Energy (DOE) (Section 13), and one privately owned parcel (Section 19).

At the request of the Agency for Toxic Substances and Disease

Registry (ATSDR) and the Navajo Superfund Program (NSP), EPA's Emergency Response Section (ERS) was requested to assess the radiological conditions at the Site and to evaluate if a removal action was warranted. A radiological assessment was conducted in November of 1990 by EPA ERS, with assistance from the EPA Office of Air and Radiation (OAR). Elevated gamma emissions (exceeding fifty times background in certain locations) were recorded on each of the mine parcels including the DOE section. In addition, elevated concentrations of radionuclides were detected within on site soils. An ATSDR Health Advisory was issued concerning the radiological hazards at the Bluewater Mine Sites in November of 1990.

After careful review of the assessment data by EPA ERS, OAR, and ATSDR, it was determined that an EPA removal action was warranted at the Sites. After several coordination meetings with the federal agencies involved at the Sites, including the DOE, and the Department of the Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), it was decided that EPA should proceed with a response. DOE, pursuant to the National Contingency Plan (NCP) and Executive Order 12580, assumed the responsibility to conduct the necessary response actions on its parcel.

On August 11, 1991, EPA Emergency Response began conducting the mine reclamation actions on the two Indian Allotments (Sections 18 and 24). In addition, EPA ordered the Santa Fe Pacific Railroad Company and two other PRPs to conduct response actions on their portion of the Bluewater Sites (Section 19). By November 1, 1992, EPA, through its contractor, Laguna Construction, had successfully reduced on-site gamma radiation and radionuclide levels on Sections 18 and 24 to "natural" or background conditions. By mid-November, the Santa Fe Pacific Railroad PRPs had also completed their response action, which effectively reduced the gamma emissions and radionuclides to levels protective of public health and safety. ATSDR concurred that the response actions taken by EPA and the Santa Fe Pacific Railroad PRP group were protective of public health.

2. DOE ACTIONS

In July of 1991, DOE informed the lessee of the mineral rights to the DOE parcel, Todilto Development and Exploration Corporation (Todilto), of its potential liability at the Site. In addition, DOE requested that Todilto undertake the appropriate corrective actions at the Site, as prescribed by EPA's Action Memorandum dated June 7, 1991. The president of Todilto, George Warnock, took exception to the corrective action plan and refused to perform the necessary response actions.

Because of George Warnock's unwillingness to perform the necessary response actions, DOE had its prime contractor, GeoTech, develop a cost proposal and plan of action. On October 25, 1991, a letter was forwarded to George Warnock advising him that the

performance bond on Todilto's lease was being increased to \$200,000, and that, in addition, Todilto was in arrears for past due minimum royalty payments totalling approximately \$40,000.

In a strongly worded November 18 letter to DOE, George Warnock indicated that he would not post the additional performance bond or pay \$40,000 in past royalties as demanded by DOE. He asserted that DOE would "use the ruse of the increased bond to force Todilto off the property" and indicated Todilto's only recourse to such an action would be through litigation.

Thereafter, on December 30, 1991, DOE determined that George Warnock and Todilto were in serious breach of their lease for the Site and thus ordered the lease canceled. Pursuant to the disputes provision of the lease, George Warnock appealed the DOE contracting officer's decision to the Department's Board of Contract Appeals on January 16, 1992.

During February and March of 1992, DOE and George Warnock filed preliminary pleadings with the Board of Contract Appeals. Thereafter, the parties discussed, but could not agree upon potential terms of settlement.

In an order dated May 20, 1992, the Board of Contract Appeals recognized that the parties' settlement efforts up to that time had been fruitless. As a result, the Board then set a timetable for discovery and the filing of motions, in an effort to move toward a hearing on the matter. However, even at that time, the Board directed that the parties continue their ongoing settlement discussions.

Since mid-1991, EPA and the Navajo Nation have continued to request periodically that DOE undertake the necessary action to resolve its complex legal problems with Todilto, and thereafter, undertake the appropriate response actions at the Bluewater Site. However, to date no reclamation action has been initiated on the DOE parcel (Section 13).

On October 2, 1992, Dan McGovern, EPA Region IX, Regional Administrator, met with James Bickel, DOE Albuquerque Office Manager, at the Site to discuss the response situation. At this meeting, EPA was informed that the DOE Board of Contract Appeals had finally dismissed the claim by George Warnock, pursuant to a Settlement Agreement between the parties dated August 8, 1992. EPA was further informed at that time that DOE was prepared to financially commit to the reclamation project. It was concluded by the two leaders that a response action could not be delayed any further, and that it was in the Government's best interest to perform the task before the onset of winter.

III. INTERAGENCY AGREEMENT

Pursuant to the preamble to the NCP, Federal Register, Volume 55, Number 46 (page 8674), federal agencies which have been delegated the responsibility for implementing the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, may authorize other federal agencies to perform certain tasks through interagency agreements or contracts.

Pursuant to Executive Order 12580, the DOE is responsible for undertaking and performing all CERCLA removal actions with respect to releases or threatened releases where either the release or the sole source of the release is from any facility that is under the jurisdiction, custody or control of the Department. In this case, DOE has acknowledged that the parcel in question is under its jurisdiction, custody or control.

In January of 1992, DOE proposed to enter into an Interagency Agreement (IAG) with EPA for the conduct of the removal action at the DOE Bluewater parcel. Under such an agreement, EPA, through its contractor, would perform the response action at the Site (given EPA's expertise in this area), while DOE would be responsible for transferring funds to EPA through the IAG to pay for the response. DOE believes that it is in the federal Government's best interest to allow EPA to perform the response for the following reasons:

- 1) EPA gained invaluable experience and knowledge in conducting the necessary actions during its response on the neighboring parcels. EPA would not have to spend much time or resources preplanning the response and has knowledge of the area's geology and geomorphology. Therefore, the response action would not be further delayed.
- 2) DOE would be required to utilize its prime contractor, Geotech, to oversee and subcontract the reclamation actions. Cost estimations by DOE reveal that by utilizing EPA's resources, the federal government would save a significant amount of taxpayer funds.

Under the terms of the IAG, EPA would act as DOE's agent and be responsible to contract, manage and oversee the reclamation actions on the DOE property. DOE would be responsible for paying all of EPA's incurred costs associated with the project and would assume all long term environmental responsibilities with regard to the parcel in question.

IV. PROPOSED ACTIONS

The EPA is prepared to conduct the following tasks on the Department of Energy parcel (all specified actions are consistent with EPA's Action Memorandum approved July 26, 1991 and DOE's Directives and Action Memorandum):

- 1) EPA will conduct a 50 X 50 foot gamma survey using Ludlum 19 instruments to delineate and define elevated gamma radiation areas. Contour maps will be generated from the data. Gamma readings will be collected from both waist and ground levels.
- 2) Topsoil and clean fill material will be utilized within the DOE property and, if necessary, purchased from adjacent property, to cover all areas of elevated gamma radiation (150 uR/hr above background). Covered areas will be graded, sloped (3 to 1) and revegetated to withstand natural erosion. Engineering drainage controls will be installed, if necessary, to reduce erosion.
- 3) All open adits will be backfilled with protore (using DOE specifications outlined in DOE Plan, 1/24/92) and then sealed with a concrete wall. Overburden material will be contoured and sloped to avoid reopening of the mine opening.
- 4) Mine vent shafts will be plugged with concrete and backfilled to grade.
- 5) All disturbed areas will be revegetated with natural grasses and sloped to resist erosion. Radiological hazard warning signs will be posted on the reclaimed zones advising local residents to avoid disturbing the protective covering. The signs will be in English, Spanish and Navajo.
- 6) All work will be conducted in accordance with the approved EPA Region IX Health and Safety Plan dated 7/26/91. EPA shall provide air monitoring to ensure adequate worker safety.
- 7) EPA will provide biweekly progress reports in the form of Pollution Reports (Polreps) to the DOE. At the completion of the project EPA will provide DOE with a copy of the OSC report. EPA will also submit to the DOE a detailed report of incurred costs.
- 8) EPA will conduct a post-response 50' by 50' gamma survey to ensure that all areas exceeding 150 uR/hr above background have been properly reduced to DOE specifications. EPA will

conduct post-removal soil sampling to ensure that soil radium concentrations do not exceed the standard of 5 pCi/g, as stated in 40 CFR Part 192.

To accomplish these tasks, EPA is prepared to contract with the Laguna Construction Company. It is anticipated that the response action will take 10-14 days to complete. Laguna Construction was selected for the following reasons:

*** EXPERIENCE IN THE FIELD OF URANIUM MINING OPERATIONS**

Laguna Construction was established with assistance of the Bureau of Indian Affairs (BIA) to perform the mine reclamation actions at Jackpile Mine, the world's largest open-pit uranium mine. Laguna Construction has moved over 11.8 million cubic yards of material at the Jackpile Mine site, and has built an outstanding track record in mine reclamation actions.

In July of 1992, EPA contracted with Laguna Construction to conduct the necessary mine reclamation activities on the two Indian Allotment portions of the Bluewater Site. During that response action, Laguna Construction provided outstanding service to the government and completed the reclamation on time and below EPA's cost estimation. All personnel exhibited remarkable competency and professionalism during the response. Laguna Construction recorded no field delays as a result of downed equipment, personnel, or lack of planning. The removal action conducted by Laguna Construction was a complete success.

As a result of its previous experience and knowledge of the geological conditions at the Site, ERS believes that Laguna Construction can move promptly and effectively to perform all of the necessary engineering work and surveys, as well as all of the necessary response actions, on the DOE parcel. Furthermore, it should be noted that Laguna Construction is already familiar with EPA's oversight role and health and safety protocols. All of Laguna Construction's employees have completed the OSHA 40 hour hazardous waste training, pursuant to 40 CFR Part 1910.120. Therefore, ERS believes that Laguna Construction can be employed and dispatched into the field quickly, to begin conducting the response, and will not require a lengthy and costly start up period.

*** URGENCY TO PROCEED**

Both the Department of Energy and EPA have stressed the need to immediately begin this response action. Both the Administrator of EPA Region IX, Dan McGovern and his counterpart, Jim Bickel, for the Department of Energy, Albuquerque, have expressed their intention and strong desire to have this project completed before the onset of winter, in order to avoid another five month delay. The Navajo Nation and the community surrounding the mine have

expressed grave concern over the delay in action to date. Without an immediate response from DOE and EPA, local citizens near the Site will continue to be exposed to elevated concentrations of radionuclides and excess gamma radiation.

*** USE OF ERCS WOULD CAUSE ADDITIONAL GOVERNMENTAL COSTS**

The Emergency Response Section has every reason to believe that a delivery order to the present ERCS contractor would result in the ERCS contractor subcontracting the earth moving activities. This would only result in further delay and additional contractor over-sight costs to the Government.

*** MINORITY OWNED AND OPERATED BUSINESS**

It is the general policy of the United States to place a fair proportion of its contracts and subcontracts with small disadvantaged businesses, including certain Tribally-owned businesses. In this case, Laguna Construction is a wholly owned and operated Enterprise of the Pueblo of Laguna Indians. For reasons stated above, EPA wishes to use the services of Laguna Construction for the conduct of the removal action at the DOE Bluewater Site.

The Emergency Response Section has been informed by the Navajo Nation that it does not object to the use of the Laguna Construction Company at the Bluewater Site.

V. RECOMMENDATION

This decision document outlines the selected removal action for the Department of Energy Bluewater Uranium Site, Navajo Nation, New Mexico, in accordance with CERCLA, as amended by SARA, and is not inconsistent with, the National Contingency Plan. I recommend your approval of the IAG in order for EPA to assist the DOE in expediting the necessary response actions on the Site.

APPROVAL SIGNATURE

Jeff Zelikson

Jeff Zelikson, Director
Hazardous Waste Management Division

10/23/92

DATE

DISAPPROVAL SIGNATURE

Jeff Zelikson, Director
Hazardous Waste Management Division

_____/_____/_____
DATE

U.S. DEPARTMENT OF ENERGY
INTERAGENCY AGREEMENT FACE PAGE

Page 1 of 6

FUNDS-OUT INTERAGENCY AGREEMENT (IA)

Pursuant to

Refer to paragraph I. of page 3.

2. TYPE OF ACTION:

☒ New Award ☐ Modification ☐ Extension ☐ Other

3. PROJECT TITLE/DESCRIPTION:

Mine reclamation services at the Department of Energy Bluewater Uranium Mining Site.

4. AGREEMENT PERIOD (month, day, year)

From: To:
Refer to paragraph V. of page 5.

5. FINANCIAL

a. Accounting and Appropriation Data:

B&R Number: EX2060
Approp. Sym.: 89X0224
Allot. Sym.: AL3491
PR Number: 04-93AL85504

b. Funding sources

	\$	
	\$	
	\$	
DOE	\$	275,000.00
Agency	\$	0.00
Total Funding	\$	275,000.00

c. Method of Payment: Refer to paragraph VIII.

☐ Advance ☒ Reimbursement ☐ Progress

d. Amount obligated this action: \$ 275,000.00

e. Invoices, if any, submit to:

Department of Energy, Albuquerque Field Ofc.
Financial Management Division
Albuquerque, NM 87185-5400

f. Voucher Form to be used:

Standard Form 1080

1. IDENTIFICATION

a. DOE IA No.: DE-AI04-93AL85504
b. Other agency IA No.: RW89955141-01-0
c. Modification No.:
d. Task order No.:

6. DOE PROGRAM OFFICER

Name: Robert E. Ivey
U.S. Department of Energy
Address: Grand Junction Projects Office
P.O. Box 2567
Grand Junction, CO 81502-2567
Telephone Number: (303) 248-6003

7. PERFORMING AGENCY

a. Name: U.S. Environmental Protection Agency
75 Hawthorne Street
b. Address: San Francisco, CA 94105

Attention: Robert Bornstein

c. Program Director


Name: Jerf Zelikson, Director
United States EPA
Address: Hazardous Waste Management Division
San Francisco, CA 94105EPA Account #: 3RLP09KE6M
3RLP09K76M
3RLP09K86M
Telephone No.: (415) 744-2298

IAG Pursuant to Economy Act of 1932 as amended


8. ISSUING AGENCY:

Department of Energy (DOE) Albuquerque Field Office
P.O. Box 5400, Contracts & Procurement Div.
Albuquerque, NM 87185-5400

9. PERFORMING AGENCY ACCEPTANCE:

 11/5/92
(signature) (date)Name (typewritten): Jeff Zelikson
Director, HWMD
Title (typewritten): US EPA Region IX
75 Hawthorne Street
Telephone: San Francisco, CA 94105

10. DOE CONTRACTING OFFICER:

 OCT 20 1992
(signature) (date)Name (typewritten): Betsy A. Shaw
Title (typewritten): Contracting Officer
CPD/U.S. DOE/AL
Albuquerque, NM 87185

DEPARTMENT OF ENERGY (DOE)
FUNDS-OUT
INTERAGENCY AGREEMENT (IA)
DOE IA NO. DE-AI04-93AL85504
DOE INTERAGENCY AGREEMENT WITH
U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION IX
SAN FRANCISCO, CA

This Interagency Agreement (IA) consists of the following:

IA Face Page - DOE Form 1270.1

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DEPARTMENT OF ENERGY
FUNDS-OUT
INTERAGENCY AGREEMENT DE-AI04-93AL85504
U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION IX
SAN FRANCISCO, CA

I. Purpose

The purpose of this Interagency Agreement is to acquire services from the U.S. Environmental Protection Agency (EPA), Region IX for emergency response reclamation activities at the DOE Bluewater uranium mining site (Mining Lease AT (05-1)-ML-60.8-NM-B-1) and the land parcel identified as the southeast quarter (SE 1/4) of Section 13, Township 13 North, Range 11 West, New Mexico Meridian, located in McKinley County, New Mexico (Bluewater USGS Quadrangle). EPA, Region IX shall conduct emergency response reclamation actions, on behalf of DOE, pursuant to Section 120 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 U.S.C. 9601 et seq., and Sections 300.100, 300.170, 300.410 and 300.415 of the National Contingency Plan, 40 C.F.R. Part 300 and Executive Order 12580.

II. Scope of Work

The EPA Region IX's Emergency Response Section (ERS) shall conduct the site stabilization and mine reclamation activities as described in the Statement of Work, Attachment 2. Pursuant to Section 120 of CERCLA and Section 2(d) of Executive Order 12580, DOE has been delegated the responsibility for conducting necessary removal and remedial with respect to releases or threatened releases from any facility that is under the jurisdiction, custody and control of the Department. DOE acknowledges that the Bluewater Site parcel identified in Section I. above is under the jurisdiction, custody and control of the Department. Due to the need for a timely response in conducting the response action at the DOE Bluewater parcel, and because of EPA's prior expertise in conducting the response action at the Bluewater Indian Allotments parcels, DOE is requesting reclamation services from EPA. Under these circumstances, EPA's performance of the response activities required, as an agent of DOE, is consistent with CERCLA, the NCP, and Executive Order 12580.

The emergency response reclamation work shall be performed in order to mitigate the public health and environmental concerns that have been documented at the DOE Bluewater uranium mining site, such as the release and threatened release of hazardous substances from the uranium mine pit surfaces, mining overburden, and abandoned ore debris and mine tailings at the mining site which present an imminent and substantial endangerment to the public health, welfare and the environment. These health and environmental concerns are identified in the EPA Action

Memorandum dated May 17, 1991 and the Public Health Advisory issued by the Agency for Toxic Substances and Disease Registry on November 21, 1990. Based on investigations performed to date, emergency response reclamation activities, as detailed in the Statement of Work, must be conducted at the site to reduce surface emissions of gamma radiation and to restrict public access to the site.

III. Cost

A breakdown of total estimated remediation costs are provided below based on an estimated fourteen (14) days of ten (10) hour workdays. Equipment costs include manpower, fuel and maintenance.

Construction Contractor

	Unit Price	Quantity	Amount
Mobilization and Demobilization	\$ LS	1 job	\$ 20,000
D8N Cat Tractors	\$165.00	3 for 140 Hrs	\$ 69,300
14G Cat Grader	\$130.00	1 for 70 Hrs	\$ 9,100
980C Front End Loader	\$165.00	2 for 140 Hrs	\$ 46,200
D6H Cat Tractor	\$125.00	1 for 140 Hrs	\$ 17,500
Haul Trucks or Scrappers	\$165.00	3 for 100 Hrs	\$ 49,500
Clean-Fill			\$ 15,000
Revegetation	\$425.00/acre	20 acres	\$ 8,500
Signs	\$230.00	6 signs	\$ 1,380
Concrete materials			\$ 10,000
Subtotal			<hr/> \$246,480

EPA Costs

Field OSC	\$20.00/Hr	180 Hrs	\$ 3,600
Radiation specialist	\$24.00/Hr	180 Hrs	\$ 4,320
REAC Contractor	\$65.00/Hr	180 Hrs	\$ 11,700
Per diem for crew	\$75.00/Day	3 for 18 Days	\$ 4,050
Travel			\$ 4,000
Subtotal			<hr/> \$ 27,670
TOTAL ESTIMATED COSTS			<hr/> \$274,150

IV. Deliverables

- a. EPA, Region IX shall provide written biweekly progress reports in the form of Pollution Reports to the DOE Liaison regarding progress of work, potential schedule delays, and other matters pertinent to performance of the Statement of Work by EPA.
- b. Upon completion of the project, EPA, Region IX shall provide an On-Scene-Coordinator report summarizing all of their activities and provide a detailed cost summary.

V. Duration of Agreement

The term of this IA will commence upon acceptance by EPA, Region IX and DOE, and will continue until the work outlined in this IA is complete and the funds are expended or upon written request by DOE in accordance with provision 8 of the Standard General Provisions, at which time all work by the EPA will cease. The term of this IA may be modified upon mutual agreement of both parties.

VI. Program Officers

- a. The DOE Liaison shall be:

Robert E. Ivey
Contracting Officer
Department of Energy
Grand Junction Projects Office
P.O. Box 2567
Grand Junction, CO 81502-2567
Phone: (303) 248-6003

The EPA, Region IX Liaison shall be:

Robert Bornstein
On the Scene Coordinator
U.S. Environmental Protection Agency, Region IX
USEPA-ERS H-8-3
75 Hawthorne Street
San Francisco, CA 94105
Phone: (415) 744-2298

VII. Obligation of Funds

The total amount of funds obligated by DOE for this IA is \$275,000.00.

VIII. Payment

- a. The work shall be performed on a reimbursable basis, to the extent EPA funds are available to support the necessary effort. Allowable costs shall include labor hours, contract costs, material costs, travel reimbursements, and any other allowable direct or indirect costs and consistent with applicable federal cost principles.
- b. EPA, Region IX shall utilize verifiable accounting procedures and management information systems to support work performed under this agreement. These procedures involve accumulating and accounting for obligations and costs incurred under this agreement.
- c. EPA, Region IX shall bill DOE upon completion of the remediation tasks as described in the Statement of Work and DOE shall provide reimbursement for the amounts requested within 30 days of the receipt of the invoice billing. Invoices shall include appropriate accounting information as identified in paragraph VIII(d). Payment shall be made to EPA by check or by Federal Reserve electronic transfer of funds.
- d. EPA, Region IX shall submit a Standard Form (SF) 1080 Invoice with the following information.
 - (1) DOE Accounting and Appropriation Data.
 - (2) DOE Interagency Agreement Number.
 - (3) Appropriate Mailing Address.

IX. Documents attached as part of this agreement.

- a. Attachment 1 - Standard General Provisions.
- b. Attachment 2 - Statement of Work.

STANDARD GENERAL PROVISIONS
FOR
DOE FUNDS-OUT INTERAGENCY AGREEMENT

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STANDARD GENERAL PROVISIONS
FOR DOE INTERAGENCY AGREEMENTS

1. Definitions. For purpose of this agreement, "DOE" means the United States Department of Energy or any duly authorized representative thereof, and "Agency" means the performing agency stated in the agreement or any duly authorized representative thereof.
2. Cost Chargeable to DOE Funds. Direct costs are the costs that can be directly identified with and charged to the work under the agreement and with the limitations set forth below. Examples of such costs are salaries wages, technical services, materials, travel and transportation, communications, and any facilities and equipment expressly approved for purchase under the Interagency Agreement (IA).
 - a. Expenditures for domestic travel expected to exceed \$1,000 per individual trip shall not be allowable hereunder without prior written approval of the DOE Contracting Officer.
 - b. Foreign travel costs are allowable only when the trip has received the advance approval of the DOE Contracting Officer.
 - c. Reimbursement for expenditures at technical meetings and seminars at which attendance is not required by DOE shall not be allowable without prior written approval of the DOE Contracting Officer.
3. Financing. DOE will finance programs on a reimbursable basis when acceptable to the other agency. If the reimbursable basis is not acceptable, however, then DOE will finance the work by a Consolidated Working Fund Advance, preferably on a quarterly basis, or by an appropriation transfer or transfer appropriation. DOE will reimburse or will make available, in advance, the amount specified in the IA incorporating these general provisions. Requests for funds shall show separately the amount required for (a) operating costs, (b) capital equipment (as defined in 9 below), and (c) acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction or expansion.
 - a. Vouchers for payment will be submitted on the agreed upon form.
 - b. Any funds advanced which are expected to remain beyond the original period of performance for a project which is incomplete, or for which there is an increased scope of work, will remain available to the Agency if the IA is amended by the DOE to extend the period of performance for the research project or any other work beyond the original completion date. Request for such time extensions should be made to the DOE by the Agency at least 30 days prior to the end of the performance period.

- c. Any advanced funds remaining for a continuing research project or any other work remain available for the entire performance period of the project, unless there is a date specified as a required completion date after which no further funds shall be expended.
 - d. Any advanced funds remaining after the completion of a research project shall be reimbursed to the DOE.
4. Notice of Costs Approaching Total Estimated Costs. Whenever the Agency has reason to believe that the total cost of the work under this agreement will be substantially greater or less than the presently estimated cost of the work, the Agency shall promptly notify the DOE in writing. The Agency shall also notify the DOE, in writing, when the aggregate of costs incurred and outstanding commitments allowable under this agreement is equal to 90 percent (or such other percentage as the DOE may from time to time establish by notice to the Agency) of the presently estimated total costs under this agreement. When the costs incurred and outstanding commitments equal 100 percent of such estimated total costs, the Agency shall make no further commitments or expenditures (except to meet existing commitments) and shall be excused from further performance of the work unless and until the DOE shall increase the total estimated costs to be incurred with respect to this agreement.
5. Excess Funds. The Agency shall take prompt action to return to the DOE any funds determined to be excess to the work during the performance of the work and any unobligated funds after the completion of the agreement or any of September 30 each year unless the agreement has been extended and any unused balances have been carried forward in the extension. In a joint venture project where the performing Agency deposits the advance in any annual consolidated working fund, any unobligated balances shall be returned to the DOE before the cutoff date at the close of each fiscal year.
6. Financial Reports. The Agency shall furnish the DOE, not later than 15 days after the close of each reporting period, monthly or other periodic cost or financial reports in such form and detail as may be required by the DOE. Any costs incurred for capital equipment or other assets shall be supported by a list showing the description, make, any serial number, and the cost of each item acquired.
7. Accounting Records. The Agency shall accumulate and account for obligations and costs incurred in connection with the work being performed under this agreement in such form and detail as may be required by the DOE.
8. Termination. The DOE may terminate this agreement upon 30 days written notice of such termination addressed to the Agency. In the event of such termination, the Agency shall be reimbursed, to the extent permitted, for obligations actually incurred to the effective

date of termination and for commitments extending beyond the effective date of termination to a date not later than the date upon which the agreement would have expired if not terminated under this paragraph, which the Agency, in the exercise of due diligence, is unable to cancel. Payments under this agreement, including payments under this article, shall not exceed the ceiling amount elsewhere specified in this agreement.

9. Capital Equipment.

- a. "Capital Equipment" means each item of equipment which is expected to have an extended period of service, generally two years or more, and has sufficient monetary value, generally of \$5,000 or more, to justify continuing accounting records for the item.
- b. Unless expressly authorized by the Contracting Officer in advance, the Agency shall not be reimbursed or use funds made available under this agreement for the procurement or fabrication of capital equipment.
- c. If capital equipment is purchased or otherwise acquired pursuant to an authorization under paragraph (b) above, except as may be otherwise agreed by the DOE and the Agency:
 - (1) the title thereto shall vest in the DOE;
 - (2) the Agency shall be responsible for the maintenance and safeguarding thereof; and
 - (3) the Agency shall maintain a record in such a manner as to ensure adequate control and accounting satisfactory to the DOE, of capital equipment procured or fabricated.

10. Real Property Facilities.

- a. Unless expressly authorized by the Contracting Officer in advance, the Agency shall not be reimbursed or use funds made available under this agreement for the acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction or expansion.
- b. If the Agency acquires or condemns any real property or any facility or acquires, constructs, or expands any plant or facility pursuant to an authorization under (a) above, except as may be otherwise agreed by the DOE and the Agency:
 - (1) the Agency shall be responsible for the maintenance and safeguarding thereof; and

(2) the Agency shall maintain a record thereof in such a manner as to ensure adequate control and accounting satisfactory to the DOE.

11. Technical Progress Reports: Publication. The Agency will make such reports to the DOE on the progress of the work under this agreement as may be mutually agreed upon.

It is the policy of DOE to make the results of the research, development and demonstration work contemplated under IA's broadly available to the scientific, technical and engineering community and others through the timely publication of reports or journal articles. All publications and engineering materials prepared under the IA will be freely exchanged, made available for public sales, unless classified, and a minimum of two copies sent to the DOE Technical Information Center (TIC), P.O. Box 62, Oak Ridge, Tennessee 37830. Each IA technical report issued and each task order technical report issued pursuant to a master IA will be accompanied by a DOE Form 537 and a statement describing the technical reports delivered and will be sent to TIC for incorporation into the Technical Information Management system (TIMS).

12. Environmental Safety and Health Requirements. DOE will not assume responsibility for prescribing and/or enforcing environmental safety and health requirements for operators of other Agency facilities engaged in the performance of DOE work.

STATEMENT OF WORK

The Environmental Protection Agency (EPA) Emergency Response Section will provide the following services to the Department of Energy (DOE) on the DOE parcel identified as the south east quarter (SE 1/4) of Section 13, Township 13 North, Range 11 West, New Mexico Meridian located in McKinley County, New Mexico (Bluewater USGS Quadrangle).

Pursuant to Section 300.415 of the National Contingency Plan, EPA will conduct site stabilization and mine reclamation activities at this site. The purpose of this response is to prohibit the migration of radionuclide contaminants and reduce the elevated gamma radiation emissions associated with the large piles of uranium bearing protore and improper mine closure.

To accomplish this task, EPA and its contractors will perform the following tasks:

TASKS TO BE PERFORMED

- 1) EPA will conduct a 50' X 50' gamma survey using Ludlum 19 instruments to delineate elevated gamma radiation areas. Contour maps will be generated from the data. Data will be collected at both waist and ground level.
- 2) Fill material will be utilized within the DOE property and, if necessary purchased from adjacent property, to cover areas of elevated gamma radiation (150 uR/hr above background). Covered areas will be graded, sloped and vegetated to withstand natural erosion.
- 3) Open adits will be backfilled with protore and filled to DOE specifications. Overburden material will be contoured and sloped to avoid reopening of the mine opening.
- 4) Mine vent shafts will be backfilled and plugged with concrete.
- 5) All disturbed areas will be revegetated with natural grasses and sloped to resist erosion. Radiological hazard warning signs will be posted on the reclaimed zones advising local residents to avoid disturbing the protective covering. The signs will be in English, Spanish and Navajo.
- 6) All work will be conducted in accordance with the approved EPA Region IX Health and Safety Plan dated 7/26/91. EPA shall provide air monitoring to ensure adequate worker safety.
- 7) EPA will provide biweekly progress reports in the form of Pollution Reports (POLREPS) to the DOE. At the completion of the project, EPA will provide DOE with a copy of the OSC report. EPA will also submit to the DOE a detailed report of incurred costs.

Statement of Work (cont.)

- 8) EPA will conduct a post-response 50' X 50' gamma survey to ensure that all areas exceeding 165 uR/hr excluding background have been properly reduced to DOE specifications. EPA will conduct post-removal soil sampling to ensure that soil radium concentrations do not exceed the 40 CFR Section 192 standard of 5 pCi/g.
- 9) EPA will release reclaimed area upon completion of task to DOE for future maintenance and environmental oversight pursuant to Executive Order 12590.

Environmental Protection Agency - Region 9
REIMBURSABLE INTERAGENCY AGREEMENT (IAG)
FISCAL INFORMATION

DATE: 10/27/92

DIVISION:	HWMD
ADMINISTRATIVE OFFICER: IVANIA BROWN	phone ext: (415) 744-2172
PROJECT NAME: DOE BLUEWATER LEASE NM	
BUDGET PERIOD: 10/26/92 - 9/30/93	
PROJECT OFFICER: ROBERT BORNSTEIN	phone ext: (415) 744-2998
OTHER AGENCY: DEPARTMENT OF ENERGY	
APPROPRIATION: SUPERFUND (\$F)	code: 68-20X8145
PROGRAM ELEMENT: RLPY9C	
ALLOWANCE HOLDER: 09	RESPONSIBILITY CENTER: K

GRANTS MGT. - ESTABLISH SUPERFUND ACCOUNTS AS FOLLOWS:	
ACTIVITY	ACCOUNT NUMBER (include ID if site specific)
REMOVAL	3RLP09KE6M
MANAGEMENT SUPPORT	3RLP09K86M
MISCELLANEOUS	3RLP09K76M

BUDGET OFFICE - ESTABLISH REIMBURSABLE BUDGETS AS FOLLOWS:		
OBJECT CLASS		AMOUNT
PC&B (SALARY)	10:	\$14,350.00
TRAVEL	21:	\$0.00
SITE-SPECIFIC TRAVEL	28:	\$4,500.00
CONTRACTS/ DISBURSEMENT IAG's	25:	\$256,000.00
ADMINISTRATIVE EXPENSES	27:	\$150.00
GRANTS	41:	\$0.00
TOTAL >>>		\$275,000.00